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SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Judith S. Depue, with reference to the following facts:

1. At all times mentioned herein, Judith S. Depue operated as an Exhibitor under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 11611 Harlow Road, Greenville, MI 48838.

2. APHIS has documented evidence of Judith S. Depue's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Judith S. Depue's failure to provide adequate veterinary care and husbandry to regulated animals as required by the AWA regulations and AWA standards for the humane handling and treatment of regulated animals (9 C.F.R. §§ 2.40, 3.25-3.92, 3.125-3.142).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Judith S. Depue have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Judith S. Depue admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Judith S. Depue consents and agrees to the following:

   a. Judith S. Depue agrees to sell, donate, and/or transfer ownership and possession of any regulated animals on her premises, regardless of ownership, within twelve (12) weeks from the date Judith S. Depue signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any regulated animals that Judith S. Depue holds at the time Judith S. Depue signs this Settlement Agreement, to include the transportation of regulated animals that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Judith S. Depue to retain a reasonable number of regulated animals that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Judith S. Depue lives allow her to keep the regulated animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the regulated animals currently present at Judith S. Depue's facility to determine her existing inventory of regulated animals, and Animal Care shall take a second inventory of the regulated animals present at Judith S. Depue's facility within twelve (12) weeks from the date Judith S. Depue signs this Settlement Agreement to verify compliance with paragraph (a) above. Judith S. Depue shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Judith S. Depue shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Judith S. Depue signs this Settlement Agreement.

e. As of the date Judith S. Depue signs this Settlement Agreement, AWA license 34-C-0119 is hereby revoked.

f. Judith S. Depue and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §

2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 11611 Harlow Road, Greenville, MI 48838.

7. Judith S. Depue consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Judith S. Depue based upon the non-compliant items documented at 11611 Harlow Road, Greenville, MI 48838, in connection with animal welfare investigation MI11014 AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Judith S. Depue's agreements and actions described in paragraph 6 above, and the promises and admissions of Judith S. Depue set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Judith S. Depue in connection with the alleged AWA violations documented in animal welfare investigation MI11014 AC.

APHIS and Judith S. Depue warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Judith S. Depue

Signature [redacted] Date: 1/10/13

U.S. DEPARTMENT OF AGRICUTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: [redacted] Date: 1/18/2013
~~Robert J. H~~
Acting Director

Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture